EXHIBIT "1"

Re: STUDENT LOAN INDEBTEDNESS OF: Dial, Deborah C.

Diamond Bar, CA -6128

ACCOUNT NUMBER (SSN#)

#### CERTIFICATE OF INDEBTEDNESS

I certify that Department Of Education records show that the debtor named above is indebted to the United States in the amount stated below plus additional interest from 7-9-91.

On 10-28-81, 1-8-82, 2-10-82, 5-5-82, 1-5-83, 1-19-83, 2-2-83, 3-30-83 and 5-4-83, the debtor executed promissory note(s) to secure loan(s) of \$2,000.00 from California State University Los Angeles, California at 5% interest per annum. The institution (s) made the loans under Federally funded loan programs authorized under Title IV-E of The Higher Education Act of 1965, as amended, 20 U.S.C. 1087 aa et. Seq. (34 C.F.R. Part 674). The terms of the note(s) required repayment beginning 6 months after the student ceased carrying at least one-half the normal full time academic workload at an eligible institution.

On or before 6-30-83 the student ceased carrying at least one half the normal full time academic workload. The institution (s) demanded payment according to the terms of the note(s), and the student defaulted on the obligation. Due to this default, the institution(s) assigned all rights and title to the Department Of Education pursuant to U.S.C. 1087 cc (a) (5).

After the holder (s) duly credited all cancellations due and payments received, the debtor owed the school \$1,924.95 principal, and interest in the amount of \$483.77. The principal and interest together with any unpaid late charges and/or collection costs totaled \$2,414.77. Subsequently this loan was assigned to the Department on 1-28-91.

Since assignment of the loan(s), the Department has received payments and/or processed cancellations totaling \$0.00. The debtor's account has been credited as follows:

Late Charges:	\$0.00
Administrative/Collections Costs:	\$0.00
IRS Fees/Claims:	\$0.00
Collection Agency Fees:	\$0.00
Interest:	\$0.00
Principal:	\$0.00

STUDENT LOAN ACCOUNT NUMBER: -6128

Pg.2

After application of the last payment of \$0.00 received on N/A, the debtor now owes the United States the following:

Principal:

\$1,924.95

Interest:

\$516.82

Administrative/Collection Costs: \$0.00

Late Charges:

\$6.05

Total Debt Dtd: 7-9-91

Total Debt Amt: \$2,447.82

Pursuant to 28 U.S.C. Section 1746 (2), I certify under the penalty of perjury that the foregoing is true and correct.

Executed on

Wame:

Title:

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Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Education, Information Management and Compliance Division, Washington, D.C. 20202-4651; and to the Office of Management and Budget, Paperwork Reduction Project \$840-0091, Washington, D.C. 20503.

Form Approved: 05/22/89 OMB Number 1840-0091 Approval Expires: 08/31/92

#### Perkins Loan Program

(Formerly National Direct/Defense Student Loan)

#### **Assignment Form**

The borrower named below was issued a Perkins Loan or a National Direct Loan, authorized under Title IV, Part E, of the Higher Education Act of 1965, as amended, or a National Defense Student Loan authorized under Title II of the National Defense Education Act. This loan is now in default despite completion of due diligence on the part of the institution. Therefore, the institution is assigning all rights and title under such note or agreement to the United States Department of Education, without recompense as provided under Section 463(a)(5), 20 U.S.C. 1087cc.

SECTION A - INSTITUTIONAL INFO	PRMATION				
1.Full Institution Name	5. Serial Number				
California State Univ	California State University, Los Angeles				
2 Full Street Address of Institution		6. Entity Number (EIN)			
5151 State University	Drive - Adm. 503	1-1946001347C1			
3. City	4. State	7. Zip Code			
Los Angeles	California	90032			
8. Typed Name of Auth. Official	9. Certification Date (MM/DD/YY)	10. Signature of Auth. Official			
Lupe Escareno	JAN 28 1991	Dun Escareno			
11. Typed Title of Auth. Official	12. Telephone Number (Area Code)	48. Alternate Contact			
DOE Coordinator	(213) 343-3580	Barbara Kersey			

WARNING: I understand that if I knowingly make a false statement or misrepresentation on this form in the course of assigning this defaulted loan to the United States Department of Education, I am subject to a fine of up to \$10,000 or imprisor ment of up to five (5) years or both under privisions of the United States Criminal Code, 18 U.S.C. 1001.

SECTION B - BORROWER INFORM	MATION	
14. Current or Last Known Name (La	15. Previous Name(s) (Maiden, Legal Change,	
Dial, Deborah C	etc.) Barnes, Deborah C	
16. Social Security Number	18. Departure Date (MM/DD/YY)	
6128	06-30-83	
19. Current or Last Known Permaner	nt Address (Number and Street)	22. Telephone Number (Area Code)
		n/a
20. City	21. State	23. Zip Code
Diamond Bar	Ca	
24. Previous Address(es) of Borrowe	r (Number and Street)	27. Telephone Number (Area Code)
		n/a
25. City	26. State Ca.	28. Zip Code
29. Name of Cosigner of Loan (Last,	First, MI)	
n/a		
30. Current or Last Known Permaner	t Address of Cosigner (Number & Street)	33. Telephone Number (Area Code)
n/a	n/a	
31. City	32. State	34. Zip Code
n/a	n/a	n/a
ED Form 553 (04/88)-Page 1		

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## PROMISSORY NOTE NATIONAL DIRECT STUDENT LOAN PROGRAM

I, DIAI, Deborah	6128	promise to	pay to Ca	alifornia Si	tate Univ	areity
Los Angeles (nereinatter called	the Lending Instit	tution) located a	at Los A	ngeles Ca	lifornia (	วกกรว
the sum of the amounts that are	advanced to me	and endorsed i	n the Sc	hedule of	Advance	20 001
forth below together with all atte	orney's fees and o	ther costs and	charges i	necessary	for the c	ollec-
tion of any amount not paid wher	due.	o.				

	SCHEDULE OF ADVANCES (Do not write in this section until funds are advanced)									
	Check No.	Amount	Date / QC	Signature of Maker						
<u> </u>	1523172	\$ 533, -	10/24/81	XDeborah C. Deal -						
8	1 543/30	202-	1/8/82	X Deborch C. Duf						
¥	13 548208	131,-	2/10/8/2	X Debort C. Duk						
Ч	14 554233	334-	5/3/82	Deborat Codeal						
	5		1/							
	6									
	7									
	8		IAL÷DEBOR/ DAN NO: 19	AH C# 991090008271 03-05-91						
	9	S:	SN ' DAN TYPE:	6128 TD 1						
	10		UMN TTPE:	I RATE: 05.00%						
-										

I further understand and agree that:

#### **GENERAL**

I. All sums advanced under this note are drawn from a fund created under Part E of Title IV of the Higher Education Act of 1965, hereinafter called the Act, and are subject to the Act and the Federal Regulations issued under the Act. The terms of this note must be interpreted in accordance with the Act and Federal Regulations, copies of which are to be kept by the Lending Institution.

#### REPAYMENT

- II. (1) Interest shall accrue from the beginning of the repayment period and shall be at the ANNUAL PERCENTAGE RATE OF PERCENT (%) From the unpaid balance except that no interest shall accrue during any period described in paragraph III. (3) (A), (B) and (C).
  - (2) Except as provided in paragraph II. (4), I promise to repay the principal and the interest which accrues on it, over a period beginning 6 months after the date I cease to be at least a half-time student at an approved institution of higher education or at a comparable approved institution outside the United States, approved for this purpose by the United States Secretary of Education (hereinafter called the Secretary), and ending, unless paragraph II. (3) or III. (3) (deferment) applies, ten years later.

I may, however, request that the repayment period start on an earlier date.

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comparable to the service performed by Peace Corps of Tron agency volunteers, (v) temporarily totally disabled as established by an affidavit of a qualified physician, (vi) unable to secure employment because I am providing care required by my spouse who is so disabled, or (vii) an officer on full-time active duty in the Commissioned Corps of the U.S. Public Health Services. (C) for a period not in excess of two years during which time I am serving in an internship which is required in order that I may receive professional recognition required to begin my professional practices or service. (D) The Lending Institution may, upon my application, defer or reduce any scheduled repayments if, in its opinion, extraordinary circumstances, such as prolonged illness or unemployment, prevent me from making such repayments; however, interest will continue to accrue. (E) No repayment of principal or interest will be required until six months after the completion of any period of deferment under (A), (B), or (C) of this paragraph. (F) If my circumstances would qualify me for a deferment, I must promptly send to the Lending Institution the appropriate deferment form. The Lending Institution will review my application for deferment and grant or deny the deferment.

#### **CANCELLATION FOR TEACHING**

(4) I am entitled to have the entire amount of this loan plus the interest thereon cancelled if I undertake service (A) as a full-time teacher in a public or other non-profit elementary or secondary school which is in a school district of a local educational agency which is eligible for funds under Title I of the Elementary and Secondary Education Act of 1965 and which has been designated by the Secretary in accordance with the provisions of Section 465(a)(2) of the Higher Education Act as a school with a high enrollment of students from low-income families, or (B) as a full-time teacher of handicapped children (including mentally retarded, hard of hearing, deaf, speech impaired, visually handicapped, seriously emotionally disturbed, orthopedically impaired, children with specific learning disabilities, or other health impaired children who by reason thereof require special education and related services) in a public or other nonprofit elementary or secondary school system.

This loan will be cancelled at the following rates: 15 percent of the total principal amount of the loan plus interest on the unpaid balance will be cancelled for the first and second complete academic years of that teaching service; 20 percent of the total principal amount plus interest on the unpaid balance for the third and fourth complete academic years of that teaching service; and 30 percent of the total principal amount plus interest on the unpaid balance for the fifth complete academic year of that teaching service.

#### **HEAD START CANCELLATION**

(5) I am entitled to have the entire amount of this loan plus the interest thereon cancelled if I undertake service as a full-time staff member in a Heat Start program if (A) that Head Start program is operated for a period which is comparable to a full school year in the locality, and (B) my salary is not more than the salary of a comparable employee of the local educational agency.

Cancellation will be at the rate of 15 percent of the total principal amount plus the interest on the unpaid balance for each complete school year or the equivalent of service in a Head Start program.

Head Start is a preschool program carried out under Section 222(a)(1) of the Economic Opportunity Act of 1964.

#### **ASSIGNMENT**

IV. This note may be assigned by the Lending Institution only (A) to another institution upon my transfer to that institution if that institution is participating in this program (or, if not so participating, is eligible to do so and is approved by the Secretary for that purpose) or (B) to the United States or to an institution approved by the Secretary. The provisions of this note that relate to the Lending Institution shall, where appropriate, relate to an assignee.

The Lending Institution may employ a collection agency to collect this loan should it become delinquent. If this loan becomes delinquent, the Lending Institution may assign this note to a collection agency for collection purposes.

#### PRIOR LOANS

V. I hereby certify that I have listed below all of the National Direct Student Loans (or National Defense Student Loans) I have obtained at other institutions. (If no prior loans have been received, state "None.")

### SCHEDULE OF NATIONAL DIRECT STUDENT LOANS AND NATIONAL DEFENSE STUDENT LOANS AT OTHER INSTITUTIONS

	Amount	Date	ı	nstitution	
1	\$ 1000	1994	Pasa Dena	City	College
2	\$				0
3	\$			· · · · · · · · · · · · · · · · · · ·	

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/				. <u>A</u>		Jale .		192_
	Perma	nent Ad	dress					· · · · · · · · · · · · · · · · · · ·
		55	ANDEL	és (	A	100-		
	•			(Street or Box N	umber, City, State an	d Zip Code)		
				EN	NDORSEMENT			

This note is to be executed without security and without endorsement, except that if I am a minor and this note would not, under the law of the State in which the Lending Institution is located, create a binding obligation, either security or endorsement may be required. If I am under age 18 at the time I sign this note, the following endorsement must be signed by a responsible adult.

For value received, I unconditionally guarantee payment of this note, with interest, in accordance with its terms, and waive demand, protest, or notice of nonpayment or default, and consent to any extensions of time of payment or renewals of this note, without notice, and further, have knowledge of and waive any defense which may be available to the principal by reason of his or her minority or marital status. This endorsement shall be limited to the amount of those advances of principal, with interest, made to the maker during his or her minority.

lame (Type or Print)						
Signature		Date	, 19			
Permanent Address						
	(Street or Roy Number City Sta	to and 7it Code)				

(or or or bon it mirror) dry, or are and buy

Lending Institution should give a copy of this signed note to the borrower at or before the exit interview.



## PROMISSORY NOTE NATIONAL DIRECT STUDENT LOAN PROGRAM

I, <u>DIAL</u>, <u>DEBORAH</u> C. , <u>1-6128</u> promise to pay to California State University, Los Angeles (hereinafter called the Lending Institution) located at Los Angeles, California 90032, the sum of the amounts that are advanced to me and endorsed in the Schedule of Advances set forth below together with all attorney's fees and other costs and charges necessary for the collection of any amount not paid when due.

	SCHEDULE OF ADVANCES (Do not write in this section until funds are advanced)								
	Check No.	Amount	Date	Signature of Maker					
/1	559449	\$ 333-	1/5-10-	Debourt O. Deal					
12	56/552	200.00	1/19/83	Debout C Sinh					
3	36247	133-	7/2/83	Deborah C Duc					
4	565071	200 -	3/30/83	X Defort C. Dial					
\$ 5	5 70071	134	5/4/83	XDeford C. Dis					
6									
7									
8									
9									
10									

I further understand and agree that:

#### **GENERAL**

I. All sums advanced under this note are drawn from a fund created under Part E of Title IV of the Higher Education Act of 1965, hereinafter called the Act, and are subject to the Act and the Federal Regulations issued under the Act. The terms of this note must be interpreted in accordance with the Act and Federal Regulations, copies of which are to be kept by the Lending Institution.

#### REPAYMENT

- II. (1) Interest shall accrue from the beginning of the repayment period and shall be at the ANNUAL PERCENTAGE RATE OF FIVE PERCENT (5%) on the unpaid balance except that no interest shall accrue during any period described in paragraph III. (3) (A), (B) and (C).
  - (2) Except as provided in paragraph II. (4), I promise to repay the principal and the interest which accrues on it, over a period beginning 6 months after the date I cease to be at least a half-time student at an approved institution of higher education or at a comparable approved institution outside the United States, approved for this purpose by the United States Secretary of Education (hereinafter called the Secretary), and ending, unless paragraph II. (3) or III. (3) (deferment) applies, ten years later.

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	Amount	Date	Institution
1	\$ NONE DD		NONE DIS
2	\$		
3	\$		

2	\$			
3	\$			
Sign	ature Lleborah	- O - Ll	pate  Date  Number, City, State and Zip Code)	
		Ε	NDORSEMENT	
and f	this note would not, unde nding obligation, either s	r the law of th security or end	ty and without endorsement, except that if e State in which the Lending Institution is lo dorsement may be required. If I am under sement must be signed by a responsible a	ocated, create age 18 at the
with exter of ar or m	its terms, and waive densions of time of paymer and waive any defense wh	mand, protest it or renewals ich may be av sement shall	antee payment of this note, with interest, in, or notice of nonpayment or default, and confide the first of this note, without notice, and further, has a vailable to the principal by reason of his of be limited to the amount of those advance this or her minority.	onsent to any ve knowledge r her minority
Nam	e (Type or Print)			
Signa	ature		Date	, 19
Perm	nanent Address		Number, City, State and Zip Code)	

Lending Institution should give a copy of this signed note to the borrower at or before the exit interview.